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Master Contract

Corning Community School

Corning, Iowa

2006 - 2007

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**PUBLIC EMPLOYMENT
RELATIONS BOARD**

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Article 1: Recognition

A. Unit Description

The Board hereby recognizes the Corning Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 92) issued by the PERB on the 4th day of September, 1975.

The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time professional personnel including classroom teachers, librarian, guidance director, and nurse.

EXCLUDED: Superintendent, principals, technology coordinator, athletic director, and all non-professional employees, and other persons excluded by Section 4 of the Act.

B. Definitions

1. The term "Board," as used in the Agreement, shall mean the Board of Education of the Corning Community School District or its duly authorized representatives.
2. The term "employee," as used in this Agreement, shall mean any professional employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this Agreement, shall mean the Corning Community Education Association or its duly authorized representatives or agents who are presently employed by the Corning Community School District.

Article 2: Access to Information

A. Input from the Board

1. The Association may be furnished upon written request from the CCEA President or Chief Negotiator regularly and routinely prepared information concerning the financial condition of the school (including financial report and adopted budget).
2. In addition, the Board and the Administration may grant reasonable requests for other readily available and pertinent information, which may not be relevant to negotiations and/or the processing of grievances. Nothing herein shall require the administrative staff to research and assemble information.

B. Input from the Association

1. The Association will provide the Board and the Administration a copy of the Annual PERB local Association Report.
2. The Association will provide, upon specific request, other readily available and pertinent information relevant to negotiations or grievance processing that it may have. Nothing herein shall require the Association to research and assemble information.

Article 3: Grievance Procedures

A. Definitions

1. "Grievant," as used in this agreement, shall mean the employee, group of employees, or any association representative.
2. "Grievance," as used in this agreement, shall mean a claim by a grievant that there has been a misapplication or misinterpretation of some provision of this agreement.
3. "Class Grievance," as used in this agreement, shall mean a claim by the Association that there is a grievance involving more than one employee or more than one principal.

B. Individual Rights

A grievant may be represented at all pre-arbitration stages of a grievance by himself/herself or at his/her option by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and voice its opinion at all stages of the grievance procedure.

C. Timeliness

Failure of an administrator to render a decision within prescribed time limits shall permit the grievance to proceed to the next step.

D. Procedures

1. Step 1:
Within twenty (20) school days following an alleged violation of the terms of this agreement, the grievant may present a grievance, in writing, to his/her building principal. Within five (5) school days of the receipt of the grievance, the principal shall arrange for a meeting to discuss the grievance. The principal shall present a written response to the grievance, within five (5) days of the discussion meeting.

2. Step 2:

If the grievance is not satisfactorily resolved at Step 1, the grievance may be referred to the superintendent or his designee within ten (10) school days of receipt of the principal's written response. The superintendent shall arrange for a conference, which shall take place within ten (10) days of the superintendent's receipt of the appeal. Upon conclusion of the conference, the superintendent shall provide a written decision, including reasons, to the grievant and the Association within ten (10) days.

3. Step 3:

- a. If the grievance is not satisfactorily resolved at Step 2, the grievant, with the Association's approval, may submit the grievance to binding grievance arbitration within ten (10) school days of receipt of the Superintendent's written decision.
- b. Within ten (10) days of the receipt of notice to arbitrate, the superintendent and the Association will attempt to mutually agree on an arbitrator. Failure to agree on an arbitrator will require a listing of available arbitrators from the "American Arbitration Association" from which an arbitrator will be selected. All procedures and rules of the American Arbitration Association will be followed.
- c. The Arbitrator selected will confer with all parties involved and issue a decision no later than thirty (30) days from the close of the hearing. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator shall not make any decision in violation of the terms of this agreement. The decision of the arbitrator shall be binding on the parties involved.
- d. All costs for services of the arbitrator, including per diem, travel and expenses shall be divided equally between the Association and the Board.

E. Cooperation of the Board and Association

The Board and the Association shall cooperate in all investigations of grievances, and each shall furnish the other any available information as might be requested.

F. Grievance Leave

Pre-arbitration hearings and investigations shall occur at times that do not interfere with the conduct of the school day. Arbitration hearings that require the presence of employees shall necessitate the release of the involved parties, including appropriate Association representatives as selected by the CCEA without loss of pay or benefits.

G. Grievance Files

All documents, communication, and records dealing with grievance processing shall be filed separately from the personnel files of the employee.

Article 4: Dues Deduction

A. Dues Checkoff

1. It shall be the responsibility of the Association to inform its members of the dues deduction system and to provide the necessary authorization forms for the deduction.
2. Dues will be deducted by the Board from individual paychecks.
3. Authorization forms are to be signed and returned by the 10th day of September of each new school year. Employees hired after September 10th shall have thirty (30) days from the date of hire to return their authorization form.
4. Individual teachers requesting to have their dues deduction canceled may do so thirty (30) days prior to the effective date. These requests will be honored by the Board and the Association. Dues will be deducted from the first paycheck in September and each succeeding month for the next twelve months so long as no cancellation has been requested.

B. Termination

When an employee terminates employment or should the employer terminate the employment, then dues are canceled for deduction using the date that the Board officially acted on the termination.

C. Indemnity

The Association agrees to indemnify and hold harmless the Board, each individual board member, its secretary, and all administrators against any and all claims arising out of the application of the provisions in the agreement between parties for dues deductions.

D. Maintenance Costs

The Association shall pay the board \$20.00 for the initial bookkeeping and paper work. In addition, the Association will pay a maintenance fee of \$10.00 per month.

E. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for the professional dues within the ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

F. Waiver of Grievance

No complaint or grievance arising under this article shall be subject to the grievance procedure.

Article 5: Salary Schedule and Rate of Pay

A. Salary Schedule

The wages and salaries reflected in Schedule A, attached shall be a part of the agreement for the school year and are payments for service performed by employees as determined in Article 10, Section A.

B. Placement on Salary Schedule

1. Teachers new to the District are required to serve the probationary period delineated in section 279 of the Iowa Code.
2. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement. Such placement shall be determined by advancing one (1) vertical step for each year of the actual teaching experience and allotting full credit for all graduate school credits earned. Individual contracts may be issued prior to the effective date of this contract.
3. An employee who has full-time experience in the Corning Community School System, or any other school system, shall be placed up to the tenth (10) step on the salary schedule, but no higher than the total number of years of experience.
4. New hires, without previous teaching experience, shall be placed on the salary schedule as agreed upon between the school and the employee but no higher than the base step of the lane appropriate to their education.

C. Advancement on Salary Schedule

1. Increments
Employees properly placed on the regular salary schedule shall be granted one (1) vertical step on the schedule for each year of service until the maximum for their education classification has been reached. A year of service consists of employment in the district for ninety (90) or more days in one school year.
2. Educational Lanes
An employee properly placed on the regular salary schedule who qualifies for advancement to a higher educational lane shall move to the corresponding increment step on the higher lane. The educational lane movement shall not preclude his/her already earned vertical increment advancement. An employee who has reached the highest increment step (maximum salary) on the former training lanes shall advance one (1) step on the new training lane if such step is available. Individual contracts will be modified to reflect educational lane changes once each year, effective at the beginning of the school year. The employees shall file an official

transcript with the superintendent by September 10th to receive contract modifications. Grade slips shall be acceptable proof until October 10, at which time a transcript must be on file. Failure to file the official transcript by October 10th shall cause the individual to return to the original placement for the remainder of the contract year.

D. Pay Deduction

Whenever pay deduction is made for an employee's absence, the annual salary divided by the number of employee duty days shall be deducted for each day's absence. "Employee duty days" are defined as all working days, holidays, and vacation days that are used in establishing pay.

E. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month.

2. Exceptions

Employees who are new in the teaching profession may, at their option, elect to receive up to 50% of the first salary installment after the completion of the ten (10) workdays of employment.

3. Final Pay

Each employee who is not returning to the employ of the school district shall have the option of receiving all or any part of his or her earned contracted salary one week after June 15, if the request for that payment is prior to June 1.

4. Tax Sheltered Annuities (TSA) are options for all employees.

F. Extra-Duty Salary Schedule

Extra-curricular wages and salaries reflected in the Schedule B, attached hereto, shall be a part of this Agreement.

G. Extended Contracts

An employee who has a contract that extends beyond the school calendar year shall be compensated with a salary equal to the present rate pro-rated.

H. Complimentary Pass

A complimentary pass to all co-curricular and extra-curricular activities of Corning Community Schools shall be provided to each employee. This is a pass that includes the spouse or a guest. An employee who must work at an activity, which requires an admission fee, may admit his/her children without an admission charge.

Article 6: Group Insurance

A. Coverage

Board provided insurance programs shall be for twelve (12) consecutive months. The twelve-month period shall coincide with the effective date of this Agreement. Employees new to the district shall be covered by the Board-provided insurance no later than one (1) month after initial employment or October 1.

B. Continuation

An employee who has exhausted sick leave accrued due to illness or injury shall have the option of continuing health insurance at his/her employee's expense throughout the balance of the insurance year or until the employee returns to work.

An employee on unpaid leave shall have the option to continue any or all the Board-paid programs by paying the premiums himself/herself to the Board thirty (30) days prior to the billing date. The employee shall be notified of the amount by the board secretary at the commencement of his/her leave and/or at the time of any change in premium rate.

C. Selection of Carrier

Prior to making a decision to change the insurance carrier, the Board shall get a recommendation from the CCEA.

D. Board-Provided Insurance Program

1. Health and Major Medical

The Board shall contribute \$401.67 per month for 2006-2007 toward each employee's cost of insurance. An employee who does not purchase family coverage shall receive the difference as income in an annual payment during the June pay period.

2. Insurance Opt Out

An employee who chooses not to take part in the medical plan must provide verification of insurance coverage under another employer-sponsored group policy. These individuals shall receive \$350 per month in salary in twelve cash payments. No new opt out participants shall be accepted following the 2003-2004 contract year. This exclusion shall include both current and future employees.

3. Life Insurance

Each employee of at least .5 times shall be covered by a \$10,000 term life insurance program fully paid by the Board.

E. Workers' Compensation

1. Upon the request of an employee who is absent from work as result of compensable injury incurred in the service of the school district under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee's earned accrual of sick leave.
2. A deduction shall be made from the employee's sick leave accrual time according to the number of sick leave days used.

F. Non-Paid Leave

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within a period of thirty (30) days prior to the billing date, subject to the terms and conditions of the insurance carrier.

Article 7: Sick Leave

A. Personal Illness

1. All employees are allowed a sick leave usable for his/her personal illness of ten (10) working days during their first year of employment, eleven (11) the second year, twelve (12) the third year, thirteen (13) the fourth year, fourteen (14) the fifth year, and fifteen (15) days for each year thereafter without loss of pay. The term of the school year is from July 1 to June 30. The employee should receive a record of accumulated leave each year and sign the office copy to verify its accuracy.
2. If an employee does not use his/her allotted days during the year, the unused days will be added to his/her allowance for the succeeding year. The total number of days that may be accumulated is ninety (90). In case of absences for illness or injury in any one year exceeding the aggregated days allowed for that year, the excess shall be deducted from the employee's accumulated days.
3. If an employee is unable to begin service under his/her contract because of personal illness or injury on the date on which the contract is designated to begin, he/she shall nevertheless be entitled to draw compensation for any unused sick leave he/she may have accumulated from prior years or the current years of service with the district, pursuant to its regulations thereto, payable at the time the regular installments are due under his/her contract, notwithstanding the fact that he/she did not commence actual service under this contract for the school year covered herein.
4. Days of sick leave may be accumulated from ninety (90) to one hundred eight-eight (188) days. The employee shall be entitled to full pay less the cost of the substitute for these ninety-eight days.

B. Unused Sick Leave

When retiring, any employee with fifteen (15) years of continuous service to the district who has accumulated a minimum of 90 full-pay sick days at the end of the year of retirement will be reimbursed at one-half (1/2) substitute rate of pay for those 90 full-pay sick days.

C. Sick Leave Transfer

Thirty (30) days of sick leave may be transferred in from another district, or a combination of districts, should they be continuous in length with no breaks in time between districts.

Article 8: Temporary Leaves of Absence

A. Paid Leave

1. Personal Leave

Each employee shall have two (2) days leave per year to be used for personal affairs, without loss of pay. Personal leave days shall be credited to the employee as of the first official workday of the school year and unused days shall be accumulated to a total of three (3) days. An employee shall arrange for personal leave with the superintendent, or his/her designee, at least one day in advance. Personal leave may not be used on the day immediately preceding or the day following holidays or vacations, or the first and last student days of the school year. Personal days shall not be deducted from sick leave.

2. Jury and/or Legal Leave

Any employee called for jury duty or who is required to appear in any judicial or administrative proceeding, or who is required to testify in any fact-finding or arbitration hearing, shall be excused from duty without loss of pay. Jury/Legal leave days shall not be deducted from sick leave.

3. Family Illness Leave

An employee shall be excused from duty, without loss of pay, for up to three (3) days at any one time for serious illness or injury of a family member requiring medical attention. Family illness leave days shall be deducted from the sick leave.

4. Bereavement Leave

An employee shall be excused from duty, without loss of pay:

- a. For up to five (5) days at any one time, in the event of the death of a member of the employee's family.
- b. To attend funeral services in the event of the death of a friend
- c. For special situations at the discretion of a building administrator.

Bereavement leave shall not be deducted from sick leave.

5. Association Leave

Up to a total of (2) days paid leave shall be available for representatives of the Association to attend the ISEA delegate assembly/official lobby days. Notice will be given to the building principal at least three days in advance.

6. Professional Leave

Each employee may be entitled to use at least two (2) professional days, with additional days at the discretion of the administration, to attend conferences, meetings, or other professional gatherings in a non-supervisory capacity.

B. Unpaid Leave

The superintendent, or his/her designee, for good reason shall grant unpaid temporary leaves of absence. One full day's salary shall be deducted, prorated using the number of the individual contract days, for leaves granted under this provision. Unpaid leave days shall not be deducted from sick leave.

Article 9: Extended Leaves of Absence

A. Parental

Except as provided by the Family and Medical Leave Act, all employees shall be eligible for parental leave subject to the following conditions:

1. Notification

The Employee shall notify the board as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave.

2. Returning Rights

Upon returning to employment, the employee shall resume all previous accrued rights and privileges.

3. Benefits

The employee shall have the opportunity to continue all fringe benefits for the duration of the leave at the employee's expense.

4. Advancement on Schedule

An employee shall be entitled to all raises and increments upon return, if the employee serves at least one-half (90 days) of the school year. The ninety- (90) day period need not be continuous.

5. Extension Without Pay

Parental leave will be allowed for up to two years without pay. Should leave need to be extended to a second year, the employee shall notify the Board on or before March fifteenth (15th) of the current leave year.

6. Adoption

In cases involving the adoption of a child, these policies shall apply, where appropriate.

B. Public Office

A leave of absence, without pay, shall be granted to an employee for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued had such leave not been taken, provided that employee has taught ninety (90) days during the school year.

C. Extended Family Illness

A leave of absence, without pay, for up to two years shall be granted to an employee for the purpose of caring for a sick or injured member of his/her immediate family.

D. Association Officer

A leave of absence, without pay, shall be granted, for up to two (2) years, to an employee for the purpose of serving as an officer of the Association or its affiliates. Upon return from such leave, the employee shall be placed at the same position on the salary schedule as he/she left, unless additional hours have been taken, and shall maintain the same fringe benefits that he/she would have accrued, had such leave not been taken.

E. Improvement

A leave of absence, without pay, for up to two (2) years shall be granted to an employee for the purpose of engaging in study at an accredited college or university. Upon return from such leave, the employee shall be moved to the educational lane that he/she qualify for when an official transcript has been provided to the Board's Secretary. The employee shall maintain the same fringe benefits, as he/she would have accrued had such leave not been taken.

F. Recall

If an employee's position is reduced during an extended leave of absence, the employee shall have the following rights:

1. Recall rights for two years.
2. Unemployment wages.
3. Retention of any seniority accrued prior to reduction.

Article 10: Length of the School Year

A. School Calendar

The school board shall, prior to May 1 of each school year, establish the number of school days and employee duty days for the next school year. The employee shall perform services on those days as determined by the school board, including those legal holidays on which the school board is authorized to conduct school, and pursuant to such authority, has determined to conduct school.

B. Emergency Closing

In the event that a student day or employee duty day is lost for any emergency, the employee shall perform duties on that day, or other such days within the school calendar year, as the school board or its designated representative shall determine, if any.

Article 11: Hours of Service

A. Lunch Period

Employees will be provided a duty-free lunch period extending at least (30) minutes in continuous length.

The Board reserves the right to extend the student day as needed to protect instructional time and scheduling needs.

B. Leaving the Building

Employees may leave the building without requesting permission during their scheduled lunch period and with permission during their preparation time.

C. Preparation Time

Classroom employees shall, in addition to their lunch period, have preparation time that will be no less than 170 minutes per five-day workweek. This preparation time shall not include the time prior to or after the student day.

D. Additional Activities

In addition to the basic school day, employees may be asked to participate in school activities beyond the basic day. The normal duties for employees include no more than three (3) extra-curricular, co-curricular, and/or supervisory activities. A sign-up sheet will be made available, no later than, the first pre-school in-service day. In the event sufficient volunteers cannot be found to fill the activities, employees may be assigned on the basis of seniority with the least senior employees being assigned first.

E. Pay for Teaching During Preparation Periods

Teachers who use their preparation period to take a class for another teacher shall be paid for each class using the time schedule below. Preparation periods will be assigned to each teacher by his or her respective building principals.

Under 15 minutes	No Pay
15 minutes to 30 minutes	\$ 8.00
31 minutes to 1 hour	\$16.00
61 minutes to 90 minutes	\$24.00

F. In-service

At least one (1), two hour in-service will be held each month.

Article 12: Teaching Assignments

A. Prior Notice

Employees shall have the opportunity to discuss with their respective building principals prior to signing a contract, their anticipated teaching assignments for the following year.

B. Assignment Changes

Prior to summer vacation, for those employees who might not be teaching the same subject area or grade level, each building principal shall discuss with their respective employee any new anticipated assignments.

During summer vacation, if teaching assignments need to be altered, the affected employees will receive written notification.

Article 13: Staff Reduction Procedures

A. Notification

The Board shall notify all affected employees by April 30 of the contracted year if it is contemplating staff reduction. The employee shall receive the notice in writing and will specify the reasons for the proposed reduction.

B. Seniority

1. Seniority shall be defined as the number of continuous years of teaching experience by each employee in the Corning Community Schools. Any employee taking a leave of absence that occurs during the contract year in which the request is 90 days or longer, and returns immediately after the leave has ended, has continuous years of service for seniority purposes, but loses that year in the total number of years of service.
2. The initial contract signing date will be the determining priority for each position on the seniority list.
3. Each January 1 and July 1 will be used as certification verification anchor points. All planning and action will be based upon the previous anchor point (January 1 or July 1) whichever is most recent.
3. Experience in a specific certification is not a priority factor.

C. Staff Reduction

Staff reduction will be done using the Seniority List that is compiled from the four areas above.

D. Procedures

In the event the employer determines a reduction in staff is necessary, the employer shall reduce employees using the following sequential order within the respective curricular areas.

Sequential Order:

- | | |
|---------|--|
| First: | Attrition |
| Second: | Part time, beginning, or new teachers to the system, that the state of Iowa considers serving their probationary period. |
| Third: | Full time, beginning, or new teachers to the system, that the state of Iowa considers serving their probationary period. |
| Fourth: | Teachers with the fewest continuous years of teaching experience in the Corning Community School District. |

Fifth: In the event reduction in staff cannot be adequately accomplished through the application of items one through four of the sequential order of this article, the Board of Education shall determine which employee(s) is to be terminated according to the needs of the school district. Those needs shall include: employee evaluations, teaching experience in the Corning Community School District, breadth of certification, endorsements, depth of educational preparation, and involvement in directing co-curricular activities. The order of listing does not establish priority.

E. Displacement

The administration shall provide each employee with a current seniority list by December 1 of each calendar year. The seniority list shall be the governing instrument in determining who may be affected by the displacement procedure in the remainder of this section.

An employee who is notified by April 15th of possible termination due to the reduction of force, may request within five (5) calendar days of the notification that the employer displace another staff member who has less seniority in another curricular area, not affected by the reduction, than the employee being reduced.

F. Recall Rights

Laid off employees shall be recalled in inverse order, as openings develop in the curricular area from which they were laid off. Recalls will be accomplished by written notice, from the Superintendent, to the employee's last known address stating a date to report for work. The employee will have ten (10) days from the mailing to advise the Superintendent, in writing, of the employee's intention to accept the recall and to report for work on the designated date. Failure to respond, or to report for work in a timely manner, will be deemed a rejection and the Superintendent may notify the next employee to be recalled, or if there are none, hire a new employee.

Any employee laid off, pursuant to this Article, shall have recall rights for a position in the same curricular area from which the employee was laid off, for two (2) years from the effective date of the employee's lay-off, providing the laid-off employee is qualified to fill that position.

G. Benefits

Any recalled employee shall, upon return, receive the same benefits then in effect and will be placed on the salary schedule at the same level as the employee was qualified for at the time of the lay-off.

H. Resignations and Terminations

Should a lay-off occur, an employee who does not want to voluntarily move to another position, which may be offered by the Board, may accept a lay-off and shall be accorded the recall rights provided by this policy unless specifically waived in writing.

Article 14: Health and Safety Provisions

A. Three Year Check for Tuberculosis

1. All employees shall be required to undergo a tuberculin skin test for tuberculosis and file results with the Board once every three years.
2. Reactor to skin test shall be required to have an x-ray check for tuberculosis. Costs of x-ray shall be paid by the Board.

B. Physical Examinations

Employees are required to file with the Board at the beginning of service a written medical report of a physical examination by a licensed physician who has performed such examination. The school shall furnish the examination form. Costs for the EXAMINATION REQUIRED BY THE PHYSICAL FORM shall be paid by the Board. In determining the cost, the form will be submitted annually by the Board to local physicians requesting their charge for completion of the physical. The highest of these charges will be the maximum paid by the school district. The request will be made by July of each year.

C. Safety Issues

The Corning Community School District has adopted an Emergency Response Plan, which will serve as a guide for employees.

Article 15: Employee Evaluation

A. Notification

Within two (2) weeks of the beginning of the school year, the building principal shall acquaint each employee under his/her supervision with the evaluation procedures and criteria. The purpose of the orientation is the achievement of an understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed.

B. Procedures

Evaluation will include both formal and informal procedures. The employee shall be informed at least one week in advance of the date on which a scheduled formal observation is to occur. Each formal observation shall be preceded by a pre-observation conference between the employee and the principal. All formal evaluations shall be conducted with the knowledge of the employee.

C. Criteria

Factors used as criteria for evaluation of employees are set forth in the evaluation instrument as established by the Board.

D. Required Observation

The classroom teaching performance of a regular first year teacher shall be evaluated a minimum of three (3) times during the school year, at least once each semester. A second year teacher shall be evaluated a minimum of two (2) times during the school year, at least once each semester. Beyond the second year, a teacher shall be evaluated at least once every two years.

E. Results of Evaluation

Results of each formal classroom evaluation shall be in writing. A post-observation conference shall be held between the principal and the employee within seven working days of the observation.

The employee shall sign the evaluation confirming that the conference has been held. All written materials resulting from a formal or informal evaluation, which is to be included in an employee's personnel file, shall be shown to the employee who will sign same to confirm that he/she has seen the material.

Written evaluations will identify the areas of deficiency identified by the evaluator. When deficiencies are noted, the employee shall submit a written improvement program, developed jointly with the building principal, including steps and the timetable that will be followed, to improve the deficiency. The

building principal must approve the program. (Note: Program approval shall not be unreasonably withheld.) Following remediation, subsequent re-evaluation shall occur.

F. Responses

The employee shall have the right to respond in writing to any written statement included in the personnel file. The response shall be attached to the statement and shall be signed and dated by the employee and the building principal to indicate awareness of the content.

G. Personnel File

Employees shall have the right to review the contents of their personnel file, except for confidential credentials material. This file shall be maintained in the superintendent's office.

H. Evaluation File

Employees shall have the right to review the contents of their evaluation file. Copies of any written statement directed towards the employee, which are to be included in the evaluation file, shall be made available to the employee within (10) working days of the inclusion in the file. The employer shall maintain only one evaluation file for each employee. This file shall be kept in the employee's respective principal's office.

I. Right to Grieve

An employee who has been evaluated has the right to grieve if that said evaluation, in his/her opinion, is unfair, unjust, or inaccurate, is not based on evaluation criteria, within thirty (30) working days of the post-evaluation conference. Grievances shall be made through the grievance procedures set forth in this agreement.

Article 16: Realignment of Staff

Voluntary and involuntary Transfer

A. Voluntary Transfer

1. Definition

The assignment of an employee to a different job classification, grade level, curriculum area, or building shall be considered a transfer. A voluntary transfer is a transfer requested by the employee.

2. Notification of Vacancies

Upon knowledge of vacancies, the superintendent shall post, in all school buildings, a list of vacancies, which occur during the school year for the following school year. Such notice shall be posted for at least ten (10) calendar days to allow an employee, who has not previously filed a written statement of the desired for transfer, to request a voluntary transfer to a vacancy.

An employee who desires a change in grade and/or subject assignment shall file a written statement of such desire with the superintendent. Such statement shall include all areas to which the employee desires to be assigned, in order of preference. Requests shall be submitted prior to April 1 for the following school year.

3. Procedure

In the determination of requests for voluntary reassignment, and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the district. No such requests shall be denied arbitrarily, capriciously, or without basis in fact.

All past and current employees, who are covered by the Master Agreement in force, who have indicated a previous or present desire for said position, will be contacted and interviewed.

If more than one employee, with appropriate certification, has applied for the same position, the determination as to which employee shall receive it shall be made primarily on the basis of seniority. In rare cases, administrative discretion may be allowed when evidence exists that such a transfer may be detrimental to the educational objectives of the district.

No new hire shall be employed, or involuntary transfer made, to fill a vacancy if a certified voluntary applicant exists, unless the instructional requirements of the district cannot be met by granting the voluntary transfer request.

B. Involuntary Transfer

1. Definition

The assignment of an employee to a different job classification, grade level, curriculum area, of building shall be considered a transfer. An involuntary transfer is a transfer not initiated by employee request.

2. Use of Voluntary Requests

Involuntary transfers shall be made only when a position cannot be filled by voluntary transfer.

3. Notice

Notice of an involuntary transfer or reassignment shall be given, in writing, to the affected employee within ten (10) calendar days of the decision to fill the vacancy by involuntary transfer or reassignment.

4. Procedure

If an involuntary transfer or reassignment is necessary, the employee with the least district seniority, who is certified in the subject areas and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority).

5. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, an Association representative, and the superintendent, at which time the employee shall be given reasons for the involuntary transfer. The reasons for an involuntary shall not be capricious, arbitrary, or without basis in fact. The employee shall be able to appeal the involuntary transfer through Article 3: Grievance Procedure at the appropriate step.

6. Priority in Reassignment

An employee being involuntarily transferred shall have the priority for any vacancy for which he/she has approval (certification). In the case that more than one involuntarily transferred employee requests a vacancy, the most senior shall prevail. An employee being involuntarily transferred or reassigned shall not be reduced in contracted time.

Article 17: Compliance and Duration Agreement

A. Separability

Should any article, section, or clause of the Agreement be declared illegal by the court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed; the District and the Association share equally the cost. The Association shall be provided with sixty-five (65) copies. Additional copies are to be provided at its own expense. The Board shall be provided with thirty-five (35) copies. Additional copies are to be provided at its own expense. The District will have the copies printed by the most economical means.

C. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following designated addresses, or at such other address as may be designated by a party's written notification to the other party.

1. If by Association, to the Board at:
904 8th Street
Corning, IA 50841
2. If by Board, to Association at:
904 8th Street
Corning, IA 50841

D. Duration Period

This Agreement shall be effective July 1, 2006, and continue through June 30, 2008.

E. Effect

1. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Should any article or provision of this Master Agreement conflict with any provision of the individual Employee's Contract, the Articles and Provisions of this Master Agreement shall prevail.

F. Signature Clause

In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiator, and their signatures placed thereon, all on the

13th Day of March, 2006

Corning Community Education
Association

Corning Community School
Board of Education

Quang Walter
By Its President

Nancy Tetrack
By Its President

P. Ac Nott
By Its Chief Negotiator

Phil Well
By Its Chief Negotiator

Appendices

- A. Salary Schedule
- B. Extra Duty Schedule
- C. Grievance Form

Corning Community School District
2006-2007

Base = \$23,700

Old Base = \$23,175

Extra Duty Base: \$23,700

Edu Step= 4% of BA

Health Ins.= \$ 4,820.04

Total Extra Duty: \$80,935

Exp Step= 3% of BA

FICA % = 7.65%

IPERS = 5.75%

Exp. Step	BA	BA + 12	BA +24	MA	MA + 15	MA +30	
	100%	104%	108%	112%	116%	120%	
Exp. Step	\$711	\$711	\$711	\$711	\$711	\$711	
Edu. Step	\$948	\$948	\$948	\$948	\$948	\$948	
0	23,700	24,648	25,596	26,544	27,492	28,440	0
1	24,411	25,359	26,307	27,255	28,203	29,151	1
2	25,122	26,070	27,018	27,966	28,914	29,862	2
3	25,833	26,781	27,729	28,677	29,625	30,573	3
4	26,544	27,492	28,440	29,388	30,336	31,284	4
5	27,255	28,203	29,151	30,099	31,047	31,995	5
6	27,966	28,914	29,862	30,810	31,758	32,706	6
7	28,677	29,625	30,573	31,521	32,469	33,417	7
8	29,388	30,336	31,284	32,232	33,180	34,128	8
9	30,099	31,047	31,995	32,943	33,891	34,839	9
10	30,810	31,758	32,706	33,654	34,602	35,550	10
11	31,521	32,469	33,417	34,365	35,313	36,261	11
12	32,232	33,180	34,128	35,076	36,024	36,972	12
13		33,891	34,839	35,787	36,735	37,683	13
14		34,602	35,550	36,498	37,446	38,394	14
15		35,313	36,261	37,209	38,157	39,105	15
16			36,972	37,920	38,868	39,816	16
17			37,683	38,631	39,579	40,527	17
18			38,394	39,342	40,290	41,238	18
19			39,105	40,053	41,001	41,949	19
20			39,816	40,764	41,712	42,660	20
21			40,527	41,475	42,423	43,371	21
22				42,186	43,134	44,082	22
23				42,897	43,845	44,793	23
24				43,608	44,556	45,504	24

Longevity: (Employees who reach the end of their particular lane.) When an employee reaches the bottom of the lane, Lane 3 receives a 2.5% (.025) increment, and Lane 4, 5, 6 receive a 3.5% (.035) increment for the first three years after reaching the end of their lane. In addition, Lane 3 would receive a 4.0% (.04) increment, and Lane 4, 5 6 would receive a 5% (.05) increment for the next three years.

Extra Duty Salary
2006-2007

Base Salary = \$23,700

Position	# of Positions	% of Base	Salary \$	
Sports Liaison	1	4.25%	1,007	1,007
Head HS Coach	7	11.00%	2,607	18,249
Head HS B/G Track	2	9.00%	2,133	4,266
Head HS B/G Golf	1	9.00%	2,133	2,133
Head HS B/G Tennis	1	9.00%	2,133	2,133
Assist. HS Coach	8	8.00%	1,896	15,168
Assist HS Track	1	6.00%	1,422	1,422
Cross Country	1	9.00%	2,133	2,133
Junior High Coach	16	4.25%	1,007	16,116
HS Cheerleading Sponsor	1	4.25%	1,007	1,007
Large Group Speech Contest	1	3.00%	711	711
Individual Speech Contest	1	3.00%	711	711
Vocal Director-Musical	1	5.00%	1,185	1,185
Band Director-Musical	1	1.50%	356	356
Yearbook Sponsor	1	6.00%	1,422	1,422
Instrumental Music Director	1	9.00%	2,133	2,133
Vocal Music Director	1	9.00%	2,133	2,133
K-4 Vocal Music Director	1	3.00%	711	711
Y-Teen Sponsor	2	2.00%	474	948
Drama-Fall Play	1	5.00%	1,185	1,185
Drama-Spring Play	1	5.00%	1,185	1,185
Band Assistant	1	3.00%	711	711
FCCLA Sponsor	1	2.50%	593	593
National Honor Society	1	1.50%	356	356
Student Senate	1	2.50%	593	593
Prom Advisor(s) (up to 4)	4	2.50%	593	2,370
One Advisor		1/1	2,370	
Two Advisors		1/2	1,185	
Three Advisors		1/3	790	
Four Advisors		1/4	593	

TOTAL

80,935

GRIEVANCE REPORT

CORNING COMMUNITY SCHOOL DISTRICT

Number _____

_____ Building

Date Filed _____

Name of Aggrieved Person

(Step 1)

A. Date of Alleged Violation _____

B. Nature of Grievance

C. Specific Section(s) of Contract Alleged Violated _____

D. Remedy Requested _____

Signature of Grievant

Date

E. Disposition of Principal _____

Signature of Principal

Date

Grievance Report – Page 2

(Step 2)

A. _____
Signature of Grievant Date Received by Superintendent

B. Disposition by Superintendent _____

Signature of Superintendent Date

(Step 3)

A. _____
Signature of Grievant

B. Date Submitted to Arbitrator _____
Date Received by Arbitrator _____

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date